Date: 3/18/2009

STATE OF UTAH DEPARTMENT OF NATUAL RESOURCES DIVISION OF OIL, GAS AND MINING

MODIFICATION OF ATTACHMENT A TO THE RECLAMATION CONTRACT

Name of Operator: Anasazi Gold Reserve	Permit Number: S0210035
Mine Name: Highland Mist	Phone Number: 801-544-3421
Per the executed reclamation contract, the surety agrees as Attachment A to the reclamation contract as follows:	nent for reclamation obligation is included
Check the boxes that apply to this form:	
Surety: ☐ Decrease ☐ Increase ☐ Replacement	
☐ Escalation ☐ Partial Release of ☐ Other	mination of surety
Surety Dollar Amount Associated With This Action: \$2,40 Surety Aggregate Amount: \$16,400	0.00
Included in this modification (surety must be attached) Instrument(s):	· · · · · · · · · · · · · · · · · · ·
☐ Corporate Surety ☐ Rider ☐ LOC Letter of Credit ☐ Amendr ☐ CD Certificate of deposit ☐ Addend ☐ Cash ☐ Other Explain:	
Other surety not affected by this modification will remain pa This Modification will be effective as of the last date signed b	
1 Am	erseer 3 30 09
Division Director John R. Baza Utah Division of Oil, Gas and Mining	RECEIVED 4/13/09 APR 0 1 2009

KAYSVILLE, UTAH 84037

BARNES BANKING COMPANY 33 SOUTY "NIN STREET KAYSVILL" (AH 84037 97-7-/1243 31253

05-19-08

DATE

PAY THE SUM Twenty Four Hundred and 00/100 Cents

******2, 400. Q

DIVISION OF OIL GAS & MINING TO THE BOX 145801 ORDER SALT LAKE CITY, UT 84114-5801

THIS CHECK HAS A COLORED FACE ON WHITE STOC

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DATE	DOCUMENT	DESCRIPTION	ACCOUN	Т #	AROURT	DISC	NE
05-19-08	E021/035	ANASAZI/BOND	4090.	TO DE SE SI		0.00 10 2008 GAS & MINING	2400. (

WORTH AMERICAN EXPLORATION, INC. - GENERAL ACCOUNT - KAYSVILLE, UTAH 84037

FORM MR-RC Revised January 21, 2005 RECLAMATION CONTRACT File Number S/021/035

Effective Date May 23.2005

Other Agency File Number ML-4911

ML-49113

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING

1594 West North Temple Suite 1210 Box 145801 Salt Lake City, Utah 84114-5801 (801) 538-5291

Fax: (801) 359-3940

RECLAMATION CONTRACT

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RECEIVED MAY 1 8 2005

DIV. OF OIL, GAS & MINING

For the purpose of this RECLAMATION follows:	CONTRACT the terms below are defined as
"NOTICE OF INTENTION" (NOI): (File No.)	5/021/035
(Mineral Mined)	TRECIOUS METALS
"MINE LOCATION": (Name of Mine) (Description)	HIBHLAND MIST SEL 36, T3ZS-RS1/2W GARFIELD CO SEC 36, T3ZS-RGW-TRON COUNTY
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	(Refer to Attachment A)
"OPERATOR": (Company or Name) (Address)	ANASAZI GOLD RESERVES BOX 77 PROPECT MINE RD VIRGINA CITY MT 59755
(Phone)	435-829-7947

"OPERATOR'S REGISTERED AGENT": Name) (Address)	MICHAEL D. TERRY BOX 77 PROJECT MINERD URBINIA CITY MT 59755
(Phone)	435-829-7942
"OPERATOR'S OFFICER(S)" & TITLE:	MICHAEL D. TERRY PRES, OVE
SURETY": (Form of Surety - Attachment B)	CD # 128005865
"SURETY COMPANY": (Name, Policy or Acct. No.)	CENTRAL BANK 128005865
"SURETY AMOUNT": (Escalated Dollars)	4 14,000 4475
"ESCALATION YEAR":	2606
"STATE": "DIVISION": "BOARD":	State of Utah Division of Oil, Gas and Mining Board of Oil, Gas and Mining
ATTACHMENTS: A "DISTURBED AREA": B "SURETY":	

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ANASAZI GOLD RESERVES the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 5/02/035 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention approved/accepted by the Division on ______. The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

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- 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:
ANASAU GOLD RESERVES Operator Name
By S.E. BARNETI Authorized Officer (Typed or Printed)
V. P. MARKETING INEW BUSINES DEV. Authorized Officer - Position
SE. Banol 05/18/05 Officer's Signature Date
STATE OF GlaL
COUNTY OF Odah) ss:
On the Hoday of May, 20 05 5. T. Bornett personally appeared before me, who being by me duly sworn did say that he/she is the
personally appeared before me, who being by me duly sworn did say that he/she is the V.X. Marketing of Anasaz help Receive and duly acknowledged
of Anasa: Hold Receive and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said ALIZ / S.E. BARNET duly acknowledged to me that said company executed the same.
Last Market
Notary Public A PED V PED V
Residing at Am. Fork Residing at
My Commission Expires: 1-16-0 6 AM.FORK, UT 84003 COMM. EXP. 1-16-2006

DIVISION OF OIL, GAS AND MINING:	
By John R. Baza, Director	5/23/05 Date
STATE OF <u>Utak</u>)
COUNTY OF Salt Bake) ss: _)
On the 22 day of Sala	20.00 P. B
On the 23 day of	y sworn did say that he, the said
Department of Natural Resources, State of Uta he executed the foregoing document by author	In. and he duly acknowledged to me that
JOELLE BURNS MOTARY PUBLIC - STATE OF UTAM 1844 W. NORTH TEMPLE, SIE 1210 SALI LANE CITY, UT 84116 My Comm. Exp. 04/04/2009	Notary Public Residing at: SEC Utal
my Collin. Exp. 04/04/2009	Residing at: SEC Wal
My Commission Expires:	

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ATTACHMENT "A"

MAY 23 2005

DIV OF OIL GAO a minung

ANASAZI GOLD RES	HIGHLAND MIST
Operator	Mine Name
5/02//035	GARFIELD, FRON County, Utah
Permit Number	County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 4 acres under the approved / accepted permit and surety, as reflected on the attached map labeled HIBHLAND WIST LOCATION MAPS and dated 5 15 05: AND MARCH 2005 FIGURE 2, AND FIGURE 3

SEC 36 T325- R6W 400×400 = 3.7 AC SEC 36 T 525- R51/2W 150,×100 = 0.3 AC.

FACT SHEET

Commodity:PRECIOUS METALS
Mine Name: HIGHLAND MIST
Permit Number: S210035
County: IRON & GARFIELD
Disturbed Acres:
Operator Name: MICHAEL D. TERRY
Operator address: 447 NORTH 300 WEST, SUITE 3, KAYSVILLE, UT 84037
Operator telephone: 801/544-3421
Operator fax: 801/544-4554
Operator email: nae@nae-xploration.com
Contact: 0. JAY GATTEN
Surety Type:CD
Held by (Bank/BLM): CENTRAL BANK
Surety Amount: \$14,000
Surety Account Number:
Escalation Year: ISSUED 5-18-2005
Tax ID or Social Security (for cash only):
Surface owner: PRIVATE
Mineral owner:utah trust lands
UTU number: 81079
Acres:4.0